

EXHIBIT 5

SURETY BOND
(Series A)

Ambac Assurance Corporation

Statutory Office:
c/o CT Corporation
44 East Mifflin Street
Madison, Wisconsin 53703

Administrative Office:
One State Street Plaza
New York, New York 10004
Telephone: (212) 668-0340

Effective Date: August 31, 2007

Surety Bond No. SB2593BE

Ambac Assurance Corporation ("*Ambac*"), in consideration of the payment of the premium and subject to the terms of this Surety Bond, hereby unconditionally and irrevocably guarantees the full and complete payment when due of the Scheduled Principal (as defined below) of and Scheduled Interest (as defined below) on that portion of a loan (the "*Loan*") in an aggregate original principal amount of \$126,348,000 made pursuant to a Loan Agreement (the "*Loan Agreement*"), dated as of August 31, 2007, between Capmark Capital Inc., or its successors and assigns of an interest in the Loan (together with such successors and assigns, the "*Lender*") and Fort Lee Commonwealth Communities, LLC, a Delaware limited liability company (the "*Borrower*") evidenced by a note in an original principal amount of \$121,131,000 (the "*Series A Note*"), to the extent such Scheduled Principal and Scheduled Interest is due from the Borrower and would be payable from the Series A Reserve Account established under the Servicing and Lockbox Agreement (the "*Servicing Agreement*"), dated as of August 31, 2007, among the Borrower, the Lender and Capmark Finance Inc., as servicer thereunder, (together with its successors and assigns in such capacity, the "*Servicer*"), if funds were available therein, but shall not be so paid; provided that the amount available at any particular time in respect of such Scheduled Principal and Scheduled Interest under the terms hereof shall not exceed the lesser of \$8,140,557 and the Series A Maximum Annual Debt Service (as defined in the Servicing Agreement) (such lesser amount, the "*Surety Bond Coverage*"); and provided further, that in no event shall Ambac be required to make any such payments due by reason of acceleration or required or optional prepayments thereof. Any payment by Ambac hereunder shall be made to the Servicer or the Lender, as hereinafter provided. The Surety Bond Coverage shall be reduced and may be reinstated from time to time as set forth herein. Unless defined in this Surety Bond, capitalized terms used and not defined herein shall have the meanings ascribed to them in the Servicing Agreement

As used herein, (i) "*Scheduled Principal*" means the scheduled principal payable on the Series A Note on any Debt Service Payment Date, as set forth on the amortization schedule attached as Schedule 2 to the Servicing Agreement and (ii) "*Scheduled Interest*" means the scheduled interest payable on the Series A Note on any Debt Service Payment Date, as set forth on the amortization schedule attached as Schedule 2 to the Servicing Agreement.

This Surety Bond is issued to the Servicer who shall hold this Surety Bond; all payments made by Ambac hereunder are for the benefit of the Lender and the Servicer shall disburse the same pursuant to the Servicing Agreement. If no entity is then serving as Servicer under the Servicing Agreement, the Lender may deliver a Demand for Payment (as defined below).

1. Upon the later of: (i) one (1) Business Day (as defined in the Loan Agreement) after receipt on a Business Day by the General Counsel of Ambac of a demand for payment in the form attached hereto as Attachment 1 (the "*Demand for Payment*"), duly executed by the Servicer, on behalf of the Lender (or if no entity is then serving as Servicer under the Servicing Agreement, the Lender), or (ii) the payment date of the Scheduled Interest on or Scheduled Principal of the Loan, as specified in the Demand for Payment presented by the Servicer or the Lender, as applicable, to the General Counsel of Ambac, Ambac will pay to the Servicer or the Lender, as applicable an amount (as specified in the Demand for Payment) sufficient for the payment of such Scheduled Principal and/or Scheduled Interest due as aforesaid (as specified in the Demand for Payment) up to but not in excess of the Surety Bond Coverage.

2. A Demand for Payment hereunder may be made by prepaid telecopy, telex, or telegram of the executed Demand for Payment c/o the General Counsel of Ambac. If a Demand for Payment made hereunder does not, in any instance, conform to the terms and conditions of this Surety Bond, Ambac shall give notice to the Servicer or the Lender, as applicable, as promptly as reasonably practicable that such Demand for Payment was not effected in accordance with the terms and conditions of this Surety Bond and briefly state the reason(s) therefor. Upon being notified that such Demand for Payment was not effected in accordance with this Surety Bond, the Servicer or the Lender, as applicable, may attempt to correct any such nonconforming Demand for Payment if, and to the extent that, the Servicer or the Lender, as applicable is entitled and able to do so.

3. The amount payable by Ambac under this Surety Bond pursuant to a Demand for Payment shall be limited to the Surety Bond Coverage. The Surety Bond Coverage shall be reduced automatically to the extent of each payment made by Ambac hereunder and will be reinstated to the extent of each reimbursement of Ambac by the Borrower; provided, that in no event shall the Surety Bond Coverage, as so reinstated, exceed the Surety Bond Coverage. Ambac will notify the Servicer or, if no entity is then serving as Servicer under the Servicing Agreement, the Lender in writing, within five (5) days of such reimbursement, that the Surety Bond Coverage has been reinstated to the extent of such reimbursement and such reinstatement shall be effective as of the date Ambac gives such notice. Such notice to the Servicer or the Lender, as applicable will be substantially in the form attached hereto as Attachment 2. The Surety Bond Coverage shall be automatically reduced to the extent that the Surety Bond Coverage is lowered or reduced.

4. Any service of process on Ambac may be made to Ambac at the office of the General Counsel of Ambac and such service of process shall be valid and binding as to Ambac. During the term of its appointment, General Counsel will act as agent for the acceptance of service of process and its offices are located at One State Street Plaza, New York, New York 10004, Telephone: (212) 668-0340.

5. This Surety Bond is noncancelable for any reason. The term of this Surety Bond shall expire on the earlier of (i) September 10, 2052 or (ii) the date on which, to the satisfaction

of Ambac, all payments of Scheduled Principal and Scheduled Interest required to be paid to the Lender pursuant to the Loan Agreement have been indefeasibly paid in full. The premium on this Surety Bond is not refundable for any reason, including the payment prior to the maturity of the Loan of any amounts on or under the Loan.

6. This Surety Bond shall be governed by and interpreted under the laws of the Commonwealth of Virginia, and any suit hereunder in connection with any payment may be brought only by the Servicer, on behalf of the Lender, or, if no entity is then serving as Servicer under the Servicing Agreement, the Lender within one year after (i) a Demand for Payment, with respect to such payment, is made pursuant to the terms of this Surety Bond and Ambac has failed to make such payment or (ii) payment would otherwise have been due hereunder but for the failure on the part of the Servicer, on behalf of the Lender, or the Lender, as applicable to deliver to Ambac a Demand for Payment pursuant to the terms of this Surety Bond, whichever is earlier.

7. Ambac acknowledges that Capmark Capital Inc. may assign all of its right, title and interest as "Lender" in and to the Loan, the documents evidencing and securing the Loan and rights thereto (including all rights under this Surety Bond) to a Lender Assignee (as defined in the Loan Agreement). Pursuant to Section 10.02(e) of the Loan Agreement, such Lender Assignee, if designated in a notice from Capmark Capital Inc. as the "Lender," shall be the "Lender" for purposes of the Loan Documents and, accordingly, this Surety Bond.

IN WITNESS WHEREOF, Ambac has caused this Surety Bond to be executed and attested on its behalf as of this 31st day of August, 2007.

Ambac Assurance Corporation

Attest: 

Title: Assistant Secretary

By: 

Chetan K. Marfatia
Managing Director

IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this insurance for any reason or if you have any questions about this insurance you may contact Ambac Assurance Corporation at the following address and telephone number:

Ambac Assurance Corporation
Attn: Regulatory Department
One State Street Plaza,
New York, New York 10004
Telephone: (800) 221-1854

If you have been unable to contact or obtain satisfaction from Ambac, you may contact the Virginia State Corporation Commission's Bureau of Insurance at P.O. Box 1157, Richmond, VA 23218 or (800) 552-7945 (VA only) or (804) 371-9741.

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting Ambac or the Bureau of Insurance, have your policy number available.

Attachment 1

Surety Bond No. SB2593BE

DEMAND FOR PAYMENT

[Date]

Ambac Assurance Corporation
One State Street Plaza
New York, New York 10004
Attention: General Counsel

Reference is made to the Surety Bond No. SB2593BE (the "*Surety Bond*") issued by Ambac Assurance Corporation ("*Ambac*") on August 31, 2007. The terms which are capitalized herein and not otherwise defined have the meanings specified in the Surety Bond unless the context otherwise requires.

The [Servicer, for the benefit of the Lender,] [the Lender] hereby certifies that:

(a) Payment by the Borrower on the Series A Note under the Loan Agreement [will be] [was] due on _____ (the "*Payment Date*") in an amount equal to \$_____, of which (i) \$_____ equals the Scheduled Principal of the Series A Note due on the Payment Date; and (ii) \$_____ equals the Scheduled Interest on the Series A Note due on the Payment Date (the sum of (i) and (ii) being the "*Amount Due*").

(b) The amount of funds currently on deposit or which will be on deposit in the Lender Account (as defined in the Servicing Agreement), taking into account any funds available from the Revenue Account, the Capitalized Interest Account, the Construction Account, and the Series A Reserve Account, in that order, is less than the Amount Due by \$_____ (the "*Deficiency*").

(c) Neither the Servicer, for the benefit of the Lender, nor the Lender has heretofore made demand under the Surety Bond for the Amount Due or any portion thereof.

(d) The Servicer, on behalf of the Insured Party (as defined in the Financial Guaranty Insurance Policy, dated as of August 31, 2007, issued by Ambac (the "*Credit Enhancer Policy*")), has not heretofore made demand under the Credit Enhancer Policy for the Amount Due or any portion thereof.

(e) Amounts paid by Ambac pursuant to this Demand for Payment shall be held by the Servicer for the benefit of the Lender or, if no entity is then serving as Servicer under the Servicing Agreement, the Lender and applied in accordance with the Servicing Agreement.

The [Servicer] [Lender] hereby requests that payment of the Deficiency (up to but not in excess of the Surety Bond Coverage) be made by Ambac under the Surety Bond and directs that payment under the Surety Bond be made to the [Servicer, for the benefit of the Lender,] [the

Lender] by bank wire transfer of federal or other immediately available funds in accordance with the terms of the Surety Bond:

[account details]

The Servicer hereby agrees that, following receipt of payment of the Deficiency from Ambac, it shall (a) hold such amounts as agent for the Lender and apply the same in accordance with Section 4.09 of the Servicing Agreement; (b) not apply such funds for any other purpose; (c) not commingle such funds with other funds held by it (except in the Series A Reserve Account, as provided in the Servicing Agreement); and (d) maintain an accurate record of such payment and the corresponding Demand for Payment and the proceeds thereof.

[Capmark Finance Inc., as Servicer]

[Capmark Capital Inc., as Lender]

[[Lender Assignee], as Lender]

By: _____
Its: _____

Attachment 2

Surety Bond No. SB2593BE

NOTICE OF REINSTATEMENT

[Date]

Capmark Finance Inc.
100 South Wacker Drive, Suite 400
Chicago, IL 60606
Attention: Construction Lending
Facsimile: (312) 845-8623

Reference is made to the Surety Bond No. SB2593BE (the "*Surety Bond*") issued by Ambac Assurance Corporation ("*Ambac*"). The terms which are capitalized herein and not otherwise defined have the meanings specified in the Surety Bond unless the context otherwise requires.

Ambac hereby delivers notice that it is in receipt of payment from the Borrower and as of the date hereof the Surety Bond Coverage is \$_____.

AMBAC ASSURANCE CORPORATION

Attest: _____
Title: _____

By: _____
Title: _____